

REMARKS

In response to the Office Action mailed December 21, 2009, the Assignee respectfully requests reconsideration. Claims 24 and 25 were previously pending in this application. No claims have been canceled, amended or added. As a result, claims 24 and 25 are pending for examination with claims 24 and 25 being independent. No new matter has been added.

Rejections Under 35 U.S.C. §103

The Office Action rejects claims 24 and 25 under 35 U.S.C. §103(a) as allegedly being unpatentable over U.S. Patent Application Publication No. 2002/0032564 (Ehsani) in view of U.S. Patent No. 6,173,266 (Marx). The Assignee respectfully traverses this rejection.

In both the Response to Arguments and the Rejection itself, the Office Action provides copious details regarding what Marx discloses. However, completely absent in the Office Action is *any* indication of how this disclosure meets the limitations of the claims. In particular, the Office Action sets forth what it believes is missing from Ehsani on page 11 and then proceeds to describe what Marx teaches without ever going back to establish (or even allege) how this disclosure allegedly succeeds in curing the deficiencies of Ehsani. The closest the Office Action comes to meeting this requirement is in the final paragraph of the rejection in which the Office Action describes what system from the combination of Ehsani and Marx might result. However, what the Office Action describes in this paragraph is not what is recited in the claims.

The Office Action appears to be using Marx for the general purpose of showing that multiple prompts can be provided and customized and that a call-flow can be designed and implemented in a flexible manner and that given their broadest reasonable interpretation, this is what the claims cover. The Assignee respectfully disagrees. The claims do not attempt to capture the general principle of call flow design “with a yes/no option and a plurality of responses, wherein each response can be designed within the call flow to produce a plurality of different valid actions/prompts” (Page 13, Office Action). The Assignee appreciates that the claims are given their broadest reasonable interpretation, but this does not grant license to pick the claims apart such that elements in the claim that relate to one another are alleged to be met by elements in the references that bear no such relation. The Office Action’s position seems to be that the “gist” of the invention is the same as

what is disclosed in Ehsani and Marx. While the Assignee disagrees that even this is the case, this type of analysis is not proper in rejecting claims (see MPEP §2141.02(II) “Distilling the invention down to a ‘gist’ or ‘thrust’ of an invention disregards the ‘as a whole’ requirement”). The Office Action must consider the claim as a whole, which necessarily includes the *explicitly recited relationships* between the elements recited therein.

Indeed, the relationship between the first, second and third prompt, the at least one grammar and the response option, and how the call-flow is generated based on the relationship between the response option and the valid responses in the at least one grammar is an express part and therefore a limitation of the claims. The claims do not cover an arbitrary conglomeration of prompts, grammars and responses and it is the express relationship between the elements that distinguish over the art of record. The Office Action must show prior art disclosure that shows this same relationship in order to reject the claims. Again, the Assignee reiterates that at least the following elements must be present and associated in the appropriate way for the claim limitations to be met.

- 1) The at least one grammar defining valid responses and the response option must be associated with the same prompt (i.e., the first prompt).
- 2) The valid responses in the at least one grammar and the response option must trigger different prompts (i.e., the second prompt and third prompt, respectively).
- 3) If the response option is also one of the valid responses in the at least one grammar, then the prompt associated with the response option (i.e., the third prompt) is provided to the user instead of the prompt associated with the valid responses of the at least one grammar (i.e., the second prompt) when the response option is received.

The Assignee is *not* reading limitations in from the specification as the above limitations are requirements that come directly from the plain language of the claims. For example, with respect to 1), note claims 24 and 25 recite “adding a representation of at least one grammar...in association with the first prompt” and recites “adding a representation of a response option...in association with the first prompt.” The relationship stated in 1) is straight from the claims. Similarly, with respect to 2), claim 24 and 25 recite “adding a representation of a *second prompt*...to be provided to the user should the user respond to the first prompt with one of the valid responses” and “adding a representation of a *third prompt*...to be provided to the user should the user respond to the first

prompt with the response option.” The valid responses from the at least one grammar are associated with provision of the *second prompt*, while responding the response option is associated with provision of the *third prompt*. The express language of the claims requires that different prompts be associated with the valid responses in the at least one grammar and the response option. The requirement in 3) also comes directly from the claims.

The relationships enumerated above are requirements expressly set forth in the claims. Therefore, to establish a *prima facie* case, the Office Action must point to teachings in the references that not only disclose the same elements in aggregation but disclose *the same elements in the same recited relationship*. The Office Action simply has not done this. In fact, the Office Action has failed to indicate at all what teaching in Marx is believed to meet the limitations that Ehsani fails to teach. There is no dispute that Ehsani discloses associating grammars with prompts to implement a voice-controlled user interface. There is also no dispute that Marx illustrates multiple prompts that are provided based on how a user responds to the prompts. What Ehsani and Marx, either alone or in combination, lack are the elements recited in the claims provided in the same relationship to one another as required by the claims.

The Office Action improperly treats the claims as if they are reciting general principles instead of a very specific method that handles the ambiguity that arises when a valid response is defined both in an existing grammar and as a response option, but which respectively generate *different prompts*. To establish a *prima facie* case, the Office Action must identify which prompt in the prior art is believed to meet which prompt in the claims such that the recited relationships between prompts and associated valid responses are also met. The Office Action simply cannot hand wave over the explicit relationships recited in the claims.

The Assignee respectfully points out that the Office Action asserts that some of the prompts are taught in Ehsani and others in Marx. In addition, the Office Action asserts that the “response option” is disclosed in Ehsani but the “third prompt” is disclosed in Marx, yet the claims require that the third prompt is provided to the user should the user respond with the response option! The recited relationship is simply not met across the references. This is merely one example where the Office Action has identified one element in one reference and another element in a different reference and completely ignored the fact that the claims explicitly require a particular relationship

between those elements. Until the Office Action can match up elements in the claim in the same relationship to one another as required by the claim, a *prima facie* case cannot be established. Accordingly, the Assignee respectfully request that the rejections under 35 U.S.C. §103 be withdrawn.

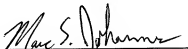
CONCLUSION

A Notice of Allowance is respectfully requested. The Examiner is requested to call the undersigned at the telephone number listed below if this communication does not place the case in condition for allowance.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, the Assignee hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, the Director is hereby authorized to charge any deficiency or credit any overpayment in the fees filed, asserted to be filed or which should have been filed herewith to our Deposit Account No. 23/2825, under Docket No. N0484.70566US00.

Dated: March 22, 2010

Respectfully submitted,

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